

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

JOANN INC., *et.al.*,¹

Debtors.

Chapter 11

Case No. 25-10068 (CTG)

(Jointly Administered)

Re: D.I. Nos. 760, 823, 847, 849, 859, 861, 876, 930,
945, 995 and 1055

**WITNESS AND EXHIBIT LIST OF BURLINGTON STORES, INC. RELATING TO
MATTERS SCHEDULED FOR HEARING ON JULY 31, 2025 AT 9:30 A.M. (ET)**

Burlington Stores, Inc.² (“Burlington”), by and through its undersigned counsel, hereby submits this Witness and Exhibit List for the hearing to be held on July 31, 2025, at 9:30 a.m. (ET) (the “Hearing”) with respect to the following matters and any related matters going forward at the Hearing:

1. Cotton Mill II, LLC’s *Objection to First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases* [Docket No. 823];
2. *Objection of The Widewaters Group, Inc. to First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases* [Docket No. 849];
3. *Objection of Myrtle Beach Farms Company, Inc. to First Notice of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases* [Docket No. 851];

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

² Burlington Stores, Inc. is the parent of the designated Buyer, Burlington Coat Factory Warehouse Corporation, for the Leases (as defined herein) listed in Schedule 2 attached to the *Amended First Notice of Assumption and Assignment of Certain Executory Contracts and/or Unexpired Leases* [Docket No. 930] (the “Notice”).

4. *Objection of DLC Management Corporation to First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases* [Docket No. 859];
5. *Amended First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases* [Docket No. 930];
6. *Amended Objection to Proposed Assumption and Assignment of BV Wolf Creek, LLC Lease to Burlington Coat Factory Warehouse Corporation, and Objection to Proposed Form of Assumption Order* [Docket No. 945];
7. *Objection and Reservation of Rights of LNN Enterprises, Inc. to Amended First Notice of Assumption and Assignment of Certain Executory Contract and/or Unexpired Leases* [Docket No. 1055]; and
8. *Burlington Stores, Inc.'s Omnibus Reply to Objections to Burlington's Assignment and Assumption of Myrtle Beach, SC, Washington, UT, Bellevue, NE, Flagstaff, AZ, and Fayetteville, AR Leases* [Docket No. 1457].

WITNESS LIST

Burlington reserves the right to call the following witnesses:

1. James Jeffers, Vice President – Assistant General Counsel – Real Estate, Burlington Stores, Inc.
 - a. Mr. Jeffers's testimony will relate to Burlington's adequate assurance of performance consistent with the Ross exclusive and restrictive provision under the Myrtle Beach, SC lease.
2. William Vrettas, Vice President of Real Estate, Burlington Stores, Inc.
 - a. Mr. Vrettas's testimony will relate to Burlington's adequate assurance of performance consistent with the Ross exclusive and restrictive provision under the Myrtle Beach, SC lease.
3. Dante Fratarcangelo, Senior Director of Real Estate, Burlington Stores, Inc.

- a. Mr. Fratarcangelo's testimony will relate to Burlington's adequate assurance of performance consistent with the Ross exclusive and restrictive provision under the Myrtle Beach, SC lease.
4. Jeffrey Morrow, Senior Vice President of Real Estate, Burlington Stores, Inc.
 - a. Mr. Morrow's testimony will relate to Burlington's adequate assurance of performance consistent with the Ross exclusive and restrictive provision under the Myrtle Beach, SC lease.
5. Any witness listed or called by any other party; and
6. Rebuttal witnesses as necessary.

Burlington reserves the right to cross-examine any witness called by any other party.

EXHIBITS

Burlington designates the following exhibits that may be used at the Hearing:

Exhibit	Description	Docket No./ Bates No.
1.	<i>Declaration of Jeffrey Morrow in Support of the Assumption and Assignment of the Myrtle Beach, SC Lease to Burlington</i>	1456
2.	Transcript of August 30, 2024 Hearing in <i>In re Bed Bath & Beyond, Inc.</i> , Case No. 23-13359 (VFP) (Bankr. D.N.J.), filed as <u>Exhibit A</u> to <i>Burlington Stores, Inc.'s Omnibus Reply to Objections to Burlington's Assignment and Assumption of Myrtle Beach, SC, Washington, UT, Bellevue, NE, Flagstaff, AZ, and Fayetteville, AR Leases</i>	1457
3.	Transcript of January 21, 2025 Hearing in <i>In re Big Lots, Inc., et al.</i> , Case No. 24-11967 (JKS) (Bankr. D. Del.), filed as <u>Exhibit B</u> to <i>Burlington Stores, Inc.'s Omnibus Reply to Objections to Burlington's Assignment and Assumption of Myrtle Beach, SC, Washington, UT, Bellevue, NE, Flagstaff, AZ, and Fayetteville, AR Leases</i>	1457
4.	January 28, 2022 Lease Agreement between Myrtle Beach Farms Company, Inc., as Landlord, and Jo-Ann Stores, LLC, as Tenant (the " <u>Myrtle Beach Lease</u> ")	
5.	October 23, 2006 Shopping Center Lease between Cotton Mill II, LLC, as Landlord, and Provo Craft and Novelty, Inc., as Tenant (the " <u>Washington Lease</u> ")	
6.	February 29, 2012 Second Amendment to Lease and Consent Agreement between Cotton Mill II, LLC and Jo-Ann Stores, Inc. (the " <u>Washington Lease Second Amendment</u> ")	

7.	November 11, 2014 Lease Agreement between Wolf Creek Center, LLC, as Landlord, and Jo-Ann Stores, LLC, as Tenant (the “ <u>Bellevue Lease</u> ”)	
8.	April 6, 1979 Lease between White Pine Associates II, an Arizona limited partnership, as Landlord, and Arden-Mayfair, Inc., a Delaware corporation, as Tenant (the “ <u>Flagstaff Lease</u> ”)	
9.	December 19, 1991 Sublease between Arden-Mayfair, Inc., a Delaware corporation, as Sublessor, and SOFRO Fabrics, Inc., a Nevada corporation, as Sublessee (the “ <u>Flagstaff Sublease</u> ”)	
10.	July 28, 2020 Fourth Amendment to Lease Agreement between LNN Enterprises, Inc., as Landlord, and Jo-Ann Stores, LLC, as Subtenant/Tenant (the “ <u>Flagstaff Fourth Amendment</u> ”)	
11.	January 13, 2010 Lease Agreement between DDR MDT Fayetteville Spring Creek LLC, as Landlord, and Jo-Ann Stores, Inc., as Tenant (the “ <u>Fayetteville Lease</u> ”)	
	Any document filed in the above-captioned chapter 11 cases	
	Any document offered or relied upon by any other party	
	Rebuttal exhibits as necessary	

RESERVATION OF RIGHTS

Burlington reserves (a) the right to amend and/or supplement this Witness and Exhibit List at any time prior to the Hearing and add witnesses and/or exhibits, as applicable, and (b) the right to use additional exhibits for purposes of rebuttal or impeachment and to further supplement the foregoing Witness and Exhibit List as appropriate. Burlington also reserves the right to rely upon and use as evidence (a) exhibits included on the exhibit list of any other parties in interest, and (b) any pleading, hearing transcript, or other document filed with the Court in the above-captioned matter.

Dated: July 29, 2025

/s/ Kristhy M. Peguero

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